

Addendum to the City of Columbus and Smithville Digital Conduit System Agreement

Fourth (4th) Addendum to Agreement

RECITALS:

The City of Columbus built a conduit system for the purpose of leasing space for the installation of fiber optic products and to employ a manager of same to provide digital and fiber optic service to the City, other governmental entities, schools, businesses and individuals at large all with the goal of enhancing connectivity and furthering the economic development of the City of Columbus.

On September 25, 2007 the City of Columbus and Smithville Digital, LLC (Smithville) entered into a contract whereby Smithville would install, manage, sell and maintain fiber optic network and digital data transmission services for and on behalf of the City of Columbus and to businesses and citizens of same.

Since the execution of that contract the City of Columbus has expanded the original conduit system and entered into three (3) subsequent Addendums to the original agreement by and between the City of Columbus and Smithville. The historical addendums are:

- Addendum 1 – *Executed 7/30/2008*
- Addendum 2 – *Executed 10/8/2009*
- Addendum 3 – *Executed 12/22/2009*

NOW THEREFORE IT IS AGREED:

The City of Columbus has extended the conduit system through the issuance of separate contract extending the conduit from Central Avenue north along U.S. highway 31 to Commerce Drive.

Smithville Digital will furnish and install fiber optic cable in the primary conduit along the following route:

- Two (2) empty four (4) inch HDPE conduits that originate at a City-owned handhole located in the utility easement in the southwest corner of the intersection of Central Ave. and N. National Rd. (SR-31) and continue northwest until terminating in a City-owned handhole located in southwest corner of the utility easement located at the intersection of N. National Rd. (SR-31) and Commerce Dr.

In addition, Smithville shall become the operator and manager of the fiber optic cable located within the above described conduit. Smithville is obligated to use all commercially practical and reasonable means to achieve the goals of the original Agreement, as amended, in providing services to the City of Columbus.

Smithville will add the sum of \$350.00 to the guaranteed minimum monthly payment of \$2,976.00, contractual amount, as amended, bringing the total monthly fee to \$3,326.00.

In addition, and pursuant to the original contract Smithville will provide the City of Columbus with ten (10) percent of the revenues generated from the services provided over this new section of the network.

All other terms and conditions of the 25 September 2007 contract executed by and between the City of Columbus and Smithville Digital and subsequent addendums are incorporated by reference herein and shall apply to the extent not modified herein.

Entered into this 24th day of April, 2012.

Smithville Digital, LLC

By: 

Printed: Cullen H. McCarty

Date: 5/9/12

City of Columbus by its Board of Public Works

By: 

Printed: Kristen Brown, Mayor

Date: 4/24/12

By: 

Printed: Thomas F. Dowd

Date:  4/24/12

By: 

Printed: Susan Thayer-Fye

Date: 4/24/12

This instrument prepared by
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